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Site Terms of Use

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Your Use of the Site

You may not use any "deep link", "page scraping", "robot", "spider" or other automatic device, program, algorithm, or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any part of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any material, document or information through any means not intentionally available through the Site. Algotive reserves the right to prohibit such activity.

You may not attempt to gain unauthorized access to any part or function of the Site, or any other system or network connected to the Site or any Algotive server, or to any of the Services offered on or through the Site, by hacking, password mining, or any other illegitimate means.

You may not probe, scan, or test the vulnerability of the Site or any network connected to the Site, or violate security or authentication measures on the Site or any network connected to the Site. You may not reverse the search, track or seek to track any information about any other user or visitor to the Site, or any other Algotive customer, including any Algotive account not owned by you, to its source, or exploit the Site or any Services or information available or offered by or through the Site, in any manner where the purpose is to disclose any information, including, but not limited to, identification or personal information, other than your own information, as provided by the Site.

You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or Algotive's systems or networks, or any system or network connected to the Site or Algotive.

You agree not to use any device, software, or routine to interfere or attempt to interfere with the proper functioning of the Site or any transaction that takes place on the Site, or with the use of the Site by any other person.

You may not falsify headers or manipulate identifiers to disguise the origin of any message or transmission you send to Algotive on or through the Site or any Service offered on or through the Site. You may not pretend to be or represent another person or impersonate another person or entity.

You may not use the Site or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity that infringes the rights of Algotive or others.

Purchases and other Terms and Conditions

Additional terms and conditions may apply to purchases of goods or Services and to specific parts or features of the Site, including contests, promotions, or other similar features, all of which form part of these Terms of

Use by this reference. You agree to comply with such other terms and conditions, including, where applicable, the representation that you are of sufficient legal age to use or participate in such Service or feature. If there is a conflict between these Terms of Use and the terms posted or applicable to a specific part of the Site or to any Service offered on or through the Site, the latter terms shall prevail with respect to your use of that specific part of the Site or Service.

Algotive's obligations, if any, with respect to its Products and Services are governed solely by the agreements under which they are provided, and nothing on this Site should be construed as altering such agreements.

Algotive may make changes to any Product or Service offered on the Site, or to the applicable prices for such Products or Services, at any time without notice. The materials on the Site with respect to Products and Services may be out of date, and Algotive makes no commitment to update the materials on the Site with respect to such Products and Services.

Accounts, Passwords and Security

Certain features or Services offered on or through the Site may require you to open an account (including setting up an ACS ID and password). You are fully responsible for maintaining the confidentiality of the information you have for your account, including your password, and for any activity that occurs on your account as a result of not keeping this information secure and confidential. You agree to notify Algotive immediately of any unauthorized use of your account or password, or of any other breach of security. You may be liable for any losses incurred by Algotive or any other user or visitor to the Site due to someone else using your ACS ID, password, or account as a result of failing to keep your account information secure and confidential.

You may not use another person's ACS ID, password or account at any time without the express permission and consent of the holder of that ACS ID, password or account. Algotive cannot and will not be liable for any loss or damage arising from your breach of these obligations.

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Algotive Privacy Policy applies to your use of this Site, and its terms form part of these Terms of Use by this reference. In addition, by using the Site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you submit to the Site may be read or intercepted by others, even if there is special notice that a particular transmission (e.g., credit card information) is encrypted.

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Algotive reserves the right to do any of the following, at any time, without notice: (1) modifying, suspending or terminating the operation of or access to the Site, or any part of the Site, for any reason; (2) modify or change the Site, or any part of the Site, and any applicable policies or terms; and (3) interrupt the operation of the Site, or any part of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

Limitation of Liability

Except as prohibited by law, in no event shall Algotive be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if Algotive has been advised of the possibility of such damages.

If, notwithstanding the other provisions of these Terms of Use, Algotive is held liable to you for any damage or loss arising out of or in any way connected with your use of the Site or any content, Algotive's liability shall not under any circumstances exceed between (1) the total of any subscription or similar fees with respect to any Service or feature of or on the Site paid in the six months prior to the date of the initial claim made against Algotive (but not including the price paid for any Algotive hardware or Software Products or any support program), or (2) US\$100.00. Some jurisdictions do not allow limitations of liability, so the above limitation may not apply to you.

Indemnity

You agree to indemnify and hold Algotive, its officers, directors, shareholders, predecessors, successors-in-interest, employees, agents, subsidiaries and affiliates, harmless from any and all claims, losses, liabilities, claims or expenses (including attorneys' fees), made against Algotive by third parties due to or arising out of or in connection with your use of the Site.

Violation of these Terms of Use

Algotive may disclose any information we hold about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, communicate, or bring legal action against someone who may be causing injury or interference with (either intentionally or unintentionally) Algotive's rights or property, or the rights or property of visitors or users of the Site, including Algotive's customers. Algotive reserves the right at all times to disclose any information it deems necessary to comply with any applicable law, regulation, legal process or governmental request. Algotive may also disclose your information when it determines that applicable law requires or permits such disclosure, including sharing information with other companies and organizations for fraud protection purposes.

You acknowledge and agree that Algotive may preserve any transmission or communication by you with Algotive through the Site or any Service offered on or through the Site, and may also disclose such data if provided by law or if Algotive determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such information violates the rights of others, or (4) protect the rights, property or personal safety of Algotive, its employees, users or visitors to the Site and the public.

You agree that Algotive may, in its sole discretion and without notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms of Use or other agreements or guidelines that may be associated with your use of the Site. You also agree that any violation by these Terms of Use will constitute an illegal and unfair business practice, and will cause irreparable harm to Algotive, so monetary damages would be inadequate, and you agree that Algotive will obtain any judicial relief or equitable remedy that Algotive deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Algotive may have in law or estate.

You agree that Algotive may, in its sole discretion and without notice, terminate your access to the Site, for reasons including (but not limited to) (1) requests by law enforcement or other government agencies, (2) a Request from you (self-initiated account deletions), (3) interruption or modification of material from the Site or any Service offered on or through the Site, or (4) unexpected technical problems or complications.

If Algotive takes any legal action against you as a result of your violation of these Terms of Use, Algotive shall be entitled to recover from you, and you agree to pay, all reasonable fees and costs from your attorneys, in

addition to any other relief granted to Algotive. You agree that Algotive shall not be liable to you or any third party for the termination of your access to the Site as a result of any violation of these Terms of Use.

Applicable Law and Dispute Resolution

You agree that all matters relating to your access to or use of the Site, including all disputes, shall be governed by the laws of the United States and the laws of the State of California without regard to conflicts of law provisions. You consent to personal jurisdiction by and venue in the state and federal courts of San Diego County, California, and waive any objection to such jurisdiction or venue. The above provision regarding the venue does not apply if you are a consumer based in the European Union. If you are a consumer based in the European Union, you can file a claim in the courts of the country where you reside. Any claim under these Terms of Use must be filed within one (1) year after the cause of action arises, or such claim or cause of action is excluded. Claims made under the separate terms and conditions of purchase for goods and services are not subject to this limitation. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to attorneys' costs and fees. In the event of any controversy or dispute between Algotive and you arising out of or in connection with your use of the Site, the parties will attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties will be free to pursue any rights or remedies available to them under applicable law.

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Other

You may not use or export or re-export any content or any copy or adaptation of such content, or any Product or Service offered on the Site, in violation of applicable laws or regulations, including United States export laws and regulations.

If any provision of these Terms of Use is held in a court or other court of competent jurisdiction to be void or unenforceable, such provisions must be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect. These Terms of Use constitute the entire agreement between you and Algotive with respect to your use of the Site, and all other written or oral agreements or understandings, which

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